

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
EL DORADO LIFT STATION REPLACEMENT
SPECIFICATION NO. 19-13

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400

MANDATORY PRE-BID MEETING:
10:00 a.m., Wednesday, July 24, 2019
Beginning at the parking lot east of the Starbucks,
located at 704 E. Perkins Street, Ukiah, California 95482

Bids Open: August 1, 2019
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

MAUREEN MULHEREN – MAYOR
DOUGLAS CRANE – VICE-MAYOR
JIM BROWN – COUNCIL MEMBER
STEVE SCALMANINI – COUNCIL MEMBER
JUAN OROZCO – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
JULY 2019

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR EL DORADO LIFT STATION REPLACEMENT SPECIFICATION NO. 19-13

NOTICE IS HEREBY GIVEN that sealed standard proposals for EL DORADO LIFT STATION REPLACEMENT will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on August 1, 2019, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the City Clerk and shall be endorsed "EL DORADO LIFT STATION REPLACEMENT." Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit of Measure
1.	MOBILIZATION / DEMOBILIZATION	1	LS
2.	REMOVE EXISTING PUMP STATION	1	EA
3.	REMOVE EXISTING VALVE VAULT AND VALVE ASSEMBLY	1	EA
4.	REMOVE EXISTING CONTROL CABINET	1	EA
5.	INSTALL PUMP STATION	1	EA
6.	INSTALL (2) PUMPS	1	EA
7.	INSTALL VALVE VAULT AND VALVE ASSEMBLY	1	EA
8.	INSTALL LEVEL SENSORS	3	EA
9.	INSTALL CONTROL CABINET	1	EA
10.	INSTALL NEW POWER POLE AND METER	1	LS
11.	INSTALL NEW 480V 3PH. FROM METER TO CABINET	1	LS
12.	TIE-IN TO EXISTING	1	LS

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger, Procurement Manager at (707) 463-6233 or by email at mhorger@cityofukiah.com.

A MANDATORY PRE-BID MEETING will be held at 10:00 a.m., Wednesday, July 24, 2019, beginning at the parking lot east of the Starbucks located at 704 E. Perkins Street, Ukiah, California 95482.

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed. under Labor

Code section 1771.1(the prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of his General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class A Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: 7/8/19 
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO TIMES: July 11 and July 18, 2019

INSTRUCTIONS TO BIDDERS

EL DORADO LIFT STATION REPLACEMENT shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within twelve (12) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

Examination of Site, Drawings, Etc.

A mandatory pre-bid conference will be held at 10 a.m., July 24, 2019. Because of the difficulty finding the project site location, all bidders are to meet City staff at 10:00 a.m. on July 24, 2019 at the parking lot east of the Starbucks which is located at 704 E. Perkins Street, Ukiah, California 95482. From there, a caravan will take place to the project site, to fully acquaint interested Contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Failure to attend the mandatory bid conference will be just cause for the bid to be rejected as non-responsive. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions.

Oral statements or instructions made during this visit will not constitute an amendment to this solicitation. The City will determine the appropriate action necessary, if any, and may issue a written amendment to the bid request.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Horger, Procurement Manager
Fax: (707) 313-3621
Email: mhorger@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located near 1500 Redemeyer Road, approximately 300 feet north of the intersection of Redemeyer Road and El Dorado Road, on private property along the Russian River. Refer to Appendix A.